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S E C R E T SECTION 01 OF 05 ANKARA 001357

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STATE FOR P, NEA/NGA, EUR/SE, PMAT, AND L; OSD FOR ISA, ISP
AND LEGAL; JCS FOR J3, J5 AND LEGAL; EUCOM FOR J3, J4, J5,
POLAD AND LEGAL; CENTCOM FOR J3, J5 AND POLAD;

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TAGS: [PREL](#) [MARR](#) [MOPS](#) [TU](#) [IZ](#)

SUBJECT: FEB 26 SESSION: US/TU TEAMS AGREE ON TEXT FOR OPS
MOU

REF: A) STATE 50934 B) ANKARA 1246 C) ANKARA 1270
D) ANKARA 1345

(u) Classified by Deputy Chief of Mission Robert Deutsch.
Reasons: 1.5 (B and D)

SUMMARY

1. (S) The US and TU negotiating teams reached agreement on all of the remaining outstanding issues in the operations Memorandum of Understanding (MOU) Feb 26. After seven hours of talks during the morning 2/26, the two sides agreed to language on all issues but one: fuel services-related costs. The Turks agreed to the USG position on taxation (no taxes) and agreed to operate under command and control arrangements worked out in advance between US and Turkish forces if Turkish forces engage in activities south of the Green Line in response to a request from the US. At approximately 1530 that same day, the MFA informed the Embassy that the GOT side had accepted the US team's counter-proposed language on fuel services-related costs that Ambassador Pearson had presented to U/S Ziyal at 1430 that same day (ref c). The US continues to hold off in responding to the TU acceptance of this language until the remaining issues in the other two MOUs are worked out, and until the situation becomes more clear following Parliament's March 1 rejection of a motion that would have allowed the US to deploy troops for operations against Iraq (ref d). The US/TU teams have nearly completed scrubbing the more than 60-page text, and it has been e-mailed to appropriate Washington agencies, CENTCOM and EUCOM. Para 10 contains the agreed upon text for the section of the MOU (Annex C - Operations - para 7(b)) that pertains to activities in northern Iraq. End summary.

2/26 SESSION: BREAKTHROUGH ON OUTSTANDING ISSUES

2. (S) During seven hours of talks 2/26, the US and TU negotiating teams reached agreement on all but one (fuel services-related costs) of the outstanding issues in the operations MOU identified in ref b. Following is an issue-by-issue summary of the agreements reached by the parties:

TAXES

3. (S) The Turks agreed to the USG position on taxes. Despite numerous unsuccessful attempts to insert the "and as applied" language in Article IV(h) of the cover MOU, the US side agreed to the tax relief language that is based on that agreed to in the Site Prep MOU. The Turks agreed to the USG position that we not pay taxes on official expenditures. Below is the agreed upon text for the section of the MOU pertaining to taxes (cover MOU, Article IV, (h)):

"For the sole purposes of the present MOU, defense expenditures by or on behalf of the U.S. for the services rendered and commodities provided to the forces of the Sending Party in Turkey as covered by Turkish Tax Law No. 6426 dated 1954, as amended in 1992, shall be exempted from taxes, duties, fees and charges as stipulated therein. Regarding personal expenditures of the members of the Sending Party forces provisionally deployed in Turkey for the purposes of this MOU, application of other taxes, duties, and fees in force shall not be affected, and such expenditures shall be subject to the taxes, duties and fees relating to

purchases and services chargeable under Turkish laws and fiscal regulations."

HUMANITARIAN ASSISTANCE

14. (S) While the US team conceded on this point and agreed to delete the language in the scope on this subject, Ambassador Lino laid down the marker that she was accepting deletion of this phrase (and deflecting a GOT threat to revive and present, at the last minute, a draft humanitarian assistance annex) with the mutual understanding that combat troops have an inherent duty to provide for assistance to civilian populations in combat zones, insofar as it is possible. Bolukbasi replied by stating that the subject of humanitarian assistance had been discussed on a military-to-military basis and whatever arrangements would be made would fall under the aegis of Turkish legislation and regulation on the subject (i.e., taxation). Lino countered that she understood an implementing arrangement would be devised to regulate the understandings between our militaries on this question.

NBC EQUIPMENT

15. (S) The US delegation pressed hard to include "as available" in the text and sought clarification that "in Turkish territory" did not exclude northern Iraq (ref a). The Turkish side stressed the importance they attached to receiving NBC assets to protect the Turkish population against a WMD attack. The Turks wanted to try to work in language in the MOU that would have committed us ("to the maximum extent possible" was their wording) to provide NBC equipment and assets to the Turkish population to protect them against a possible attack. The team stressed that the US was committed to doing everything possible to defend Turkey against a WMD attack and to helping the Turkish population in the event of an attack, but noted that US only had a limited supply of NBC equipment and the equipment that would be brought into Turkey would be tied to the US forces. In the end, the Turkish side said it understood and agreed to accept the US language. Following is the agreed upon text for para 2(b) of the Operations Annex:

"The Sending Party may deploy Nuclear, Biological and Chemical (NBC) assets (detection, bio-chemical), protection (personal, collective) and decontamination into Turkey to mitigate NBC risk in case of an Iraqi Weapons of Mass Destruction (WMD) attack in Turkish territory. The Sending Party will also provide NBC support, to the maximum extent feasible, for Turkish personnel exposed to NBC contamination. Any personnel exposed to NBC contamination should be decontaminated at the location of the incident or at a facility with decontamination capability."

FUEL-SERVICES RELATED COSTS

16. (S) The Turks held firm in insisting that the US pay a price the same as the actual cost (unspecified and "top secret") paid by Turkish forces. The US remained equally

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firm on its position that we were prepared to pay the same price for similar fuel-related services minus any taxes. The two sides adjourned at 1300 without having resolved the issue. In a follow-on meeting with U/S Ziyal, Ambassador Pearson suggested that they agree to a concept that would ensure that the US paid a fair and reasonable base price (minus taxes) for fuel-related services, and provided Ziyal compromise language that met both parties needs (ref c). Ziyal said he would have to ask the Prime Minister, given the large sum of money involved. Just after the Ambassador arrived back at the Embassy, the MFA called to say that the GOT side had accepted our language but asked for US confirmation that we could seal the deal on this basis. As of the writing of this cable (3/3), the US continues to hold off in responding to the TU acceptance of this language until the remaining issues in the other two MOUs are worked out, and until the situation becomes more clear following Parliament's March 1 rejection of a motion that would have allowed the US to deploy troops for operations against Iraq (ref d).

ACTIVITIES IN NORTHERN IRAQ

17. (S) Principles: The US team continued to argue that we needed language before the beginning of para 7(b) in the operations annex (the part that discussed activities in northern Iraq) that maintained reference to northern Iraq and allowed us to maintain flexibility in light of the situation on the ground (ref a). The Turks agreed to accept some language to this effect, but insisted that it be placed as the second sentence at the beginning of the annex (vice before para seven, subsection b - the US preference). Given the flexibility of the US position on location, the US team agreed, but insisted that the words "in Turkey" also be included to note that the activities discussed in the annex were to take place in both Turkey and in northern Iraq. Following is the agreed upon text that appears at the beginning of Annex C of the MOU:

"This Annex covers the Receiving Party and the Sending Party relations in Turkey and in the Northern Front and sets forth principles for activities in Turkey and in northern Iraq in the event of operations under this MOU."

18. (S) Tick 3: Ambassador Lino deployed the compromise language provided in ref a. After reviewing the text, Ambassador Bolukbasi erupted, accusing the US of trying to limit Turkey's ability to fight terrorism. He added that fighting terrorists -- particularly PKK/KADEK -- was one of Turkey's national priorities, and questioned what he perceived to be an attempt by the US to limit Turkey's ability in this area. Lino noted that our intention was not to limit Turkey's ability to combat terrorism, but rather to clarify the language that the two sides had agreed upon ad ref the previous night. Bolukbasi said that if that was the US position, there was no need to continue discussions and started to leave. Lino responded that it would be more useful for the parties to continue in order to reach an agreement as soon as possible. Bolukbasi declined and said he had to consult with his authorities on this matter of national importance. After approximately 45 minutes, during a private meeting with Bolukbasi which she requested, Lino reiterated that the USG appreciated the importance that Turkey attaches to combating terrorism. She told Bolukbasi that in light of the importance of the issue, the USG could agree to text that the parties had agreed to ad ref the other evening, with a minor change. Bolukbasi concurred.

19. (s) Tick 4: This was by far the most sensitive issue in the negotiations on activities in northern Iraq and the most difficult to resolve. During the 2/26 morning session, the Turkish side rejected both of the alternatives presented by the US (ref a) as being too restrictive. The Turkish side then presented the US side with two sets of proposed language -- neither of which were acceptable to the US. After considerable back and forth in which both sides agreed in principle that the aim was to devise language that met both of our needs while respecting each others' red-lines, the Turkish side left the room and came back nearly 30 minutes later with language that came closer to meeting USG needs. After some editing and refining and a small group meeting, the US side said it could agree to the text ad ref, but said it would have to clear it with senior US military authorities before it could be inserted into in the MOU. After clearing the language with CENTCOM DCOM Gen Abazaaid and JCS DJS LTG Casey, the US team notified the Turkish team that the text was acceptable.

----- AGREED UPON TEXT FOR ACTIVITIES IN NORTHERN IRAQ -----

10. (S) Below is the agreed upon text for para 7(b) of the Annex C (Operations):

Activities in Northern Iraq:

(1) The Parties will be responsible for providing logistic support along national lines.

(2) All units will remain under their national command, and all their plans, activities and objectives will be coordinated and de-conflicted.

(3) Receiving Party SOF will not be involved with any armed engagement against Iraqi forces or any Iraqi opposition group

except in situations requiring combating terrorists, including PKK/KADEK, or the exercise of the right of self-defense or in circumstances enshrined in paragraph (4) below.

(4) Armed conflict between Iraqi opposition groups or attempts by them to cross the Green Line (de facto line as depicted in Appendix-4) shall be closely monitored by Sending Party forces and the Parties will exchange necessary information on opposition group activity across the Green Line in a timely manner. Close coordination shall be maintained for any follow up action when required in such emergency situations involving hostile activities contrary to the principles in this section of the MOU that should be repelled in accordance with mutual commitments enshrined in paragraph (5) below. In such cases where either Party believes a violation of these principles is occurring or is about to occur, that Party shall promptly notify the other Party. In cases where the Sending Party concludes that it may not be able to prevent such hostile activities in a timely manner, it may approach the Receiving Party authorities for assistance as required under these circumstances. Receiving Party authorities shall evaluate the situation and any follow-up action that may be required under the circumstances shall be considered and decided jointly by the Sending Party and the Receiving Party, including the necessary arrangements that shall establish tactical and operational requirements in the area for the security of the respective units. Execution of any follow-up action will be based upon the agreed arrangements.

(5) Operations to ensure security and safety of all Iraqi opposition groups would be a Sending Party responsibility, but the Sending Party shall coordinate this mission with the Receiving Party, as it does in other areas. None of the groups shall be allowed to use force or engage in hostile activities against each other. When JSOTF-N needs to make coordination or contact with the Turkoman, they will approach Receiving Party SOF to make that coordination and contact.

(6) Representatives of the Receiving Party will be allowed to be present at planning meetings of the Sending Party with the PUK and KDP groups concerning training, organization and provision of weapons and equipment by the Sending Party. Support to these groups (training, organization and distribution of weapons and equipment) will be coordinated in a timely manner with the Receiving Party authorities.

(7) Provision of weapons and equipment shall be commensurate with the needs of self-defense and execution of the missions to be assigned to these groups. No heavy weapons shall be provided and all weapons distributed for these purposes shall be registered with a view to ensure their return at the end of the operations. Receiving Party LNOs may observe the entire process from registration to distribution and be provided copies of the registration forms.

(8) The PUK and KDP settled north of the Green Line will be trained and organized with a purpose of defeating Iraqi forces when serving with Sending Party SOF. All such training and organizing by the Sending Party SOF with PUK, KDP and other groups may be observed upon request by assigned Receiving Party SOF LNOs. Receiving Party SOF LNOs will request to observe training to the respective Sending Party Operational Detachment Bravo (ODB) commanding officer. All military operations south of the Green Line by Sending Party trained and organized Kurdish elements will be under Sending Party command and control. The Sending Party undertakes to provide timely information in advance to the Receiving Party in this respect for the purpose of coordination with the Receiving Party SOF.

(9) The officers assigned to the JCC (Diyarbakr) and, if requested, Silopi, shall carry their own pistols. Accommodations and messing for these officers shall be met by their respective commands.

(10) During an emergency (casualty evacuation, medical evacuation, or WMD attack), either Party's communications systems can be used to assist in resolving the emergency and saving lives.

(11) Receiving Party and Sending Party SOF units in northern Iraq deployed to the same areas will have separate HQ locations, but may provide 2-5 liaison officers at the battalion and company level.

(12) The Sending Party will provide timely information on Turkish citizens in the custody of Sending Party forces in northern Iraq. The Sending Party will make those Turkish citizens available to Turkish authorities and, when requested by the latter, necessary arrangements will be made expeditiously for their joint interrogation and debriefing.

11. (U) This message has been cleared by Ambassador Lino and EUCOM J5 Maj. Gen Kohler.
PEARSON